



Agreement, but Plaintiff failed to file a Stipulation of Dismissal, despite Defendant's requests. Defendant seeks enforcement of the Settlement Agreement, including dismissal of this action with prejudice. Plaintiff has not responded or otherwise opposed the Motion, and the time for doing so has expired.

## **II. DISCUSSION**

District courts have inherent authority to enforce settlement agreements. *Hensley v. Alcon Laboratories, Inc.*, 277 F.3d 535, 540 (4th Cir. 2002). To exercise this authority, a district court “(1) must find that the parties reached a complete agreement and (2) must be able to determine its terms and conditions.” *Id.* at 540-41. When there is a dispute about the agreement's existence, terms, or authority to enter into the agreement then the district court must conduct a plenary evidentiary hearing to resolve the dispute. *Millner v. Norfolk & Western Railway Co.*, 643 F.2d 1005, 1009 (4th Cir. 1981); *Topiwala v. Wessell*, 509 Fed. App'x 184, 187 (4th Cir. 2013). However, if “a settlement agreement exists and its terms and conditions can be determined, as long as the excuse for nonperformance is comparatively unsubstantial, the court may enforce the agreement summarily.” *Topiwala*, 509 Fed. App'x at 187.

Here, there is a complete Settlement Agreement, signed by both parties, under which the Court is able to determine its terms and conditions. (Doc. No. 18-2). Pursuant to the Settlement Agreement's terms, in exchange for a \$40,000 payment, Plaintiff was to provide a full release and dismiss this action. A Stipulation of Dismissal has not been filed. Plaintiff has not responded to the Motion, and has not raised any dispute regarding the Settlement Agreement nor offered any excuse for his nonperformance. Therefore, it is appropriate for the Court to enforce the Settlement Agreement.

### III. CONCLUSION

**IT IS, THEREFORE, ORDERED** that:

1. Defendant's Motion to Enforce Settlement and Dismiss Lawsuit (Doc. No. 18) is **GRANTED**; and
2. Plaintiff's Complaint is **DISMISSED with prejudice**.
3. The Clerk of Court is directed to close this case.

Signed: December 30, 2021

A handwritten signature in cursive script, reading "Robert J. Conrad, Jr.", written over a horizontal line.

Robert J. Conrad, Jr.  
United States District Judge

